

STATE OF CALIFORNIA

CONTRACT OTIFICATION

CONTRACT NUMBER:

1CSSI-05-23-14A

DESCRIPTION:

2005 MODEL POLICE PURSUIT

SEDANS

CONTRACTOR:

COALINGA MOTORS INC

EFFECTIVE DATES:

2/18/2005

THROUGH

9/30/2005

SUPERSEDES CONTRACT NO .:

AREA:

STATEWIDE

DISTRIBUTION:

STATE & LOCAL AGENCIES

* TAX: Add appropriate sales and use tax.

Exempt from Federal Excise Tax.

*Food contracts are tax exempt.

Rita Hamilton

RITA HAMILTON, Deputy Director

Use of this agreement by all agencies is mandatory with monetary exceptions stated herein or contained in State Administrative Manual.

To obtain assistance or report non-compliance by supplier, or for any suggestions or recommendations write:

Department of General Services, Procurement Division, P.O. Box 989054, W. Sacramento, CA 95798-9054, or call: Contract Administrator, WILLIAM NICHOLS 916-375-4452, CALNET 480-4452

SUPPLIER ID:

NAME: ADDRESS: 763390

COALINGA MOTORS INC

625 E ELM ST

COALINGA, CA 93210-1514

CONTACT:

916-421-9260 916-421-0149 **BILL KEMERY, X297**

FAX NUMBER: TERMS OF PAYMENT:

\$500/EA-20 DAYS Destination

FOB:

MINIMUM ORDER:

ONE (1) VEHICLE

SCOPE

This contract covers the estimated State of California and participating local agencies (political subdivision) requirements for 2005 MODEL POLICE PURSUIT VEHICLES within the period commencing from bid award date until manufacturer's cut-off date. Agencies are required to submit their order by the manufacturer's established cut-off date to insure that their order is processed for this model year.

A local agency (political subdivision) is any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds (California Public Contract Code Section 10298).

PRICE

All prices shall be maximum for the contract period subject to the State receiving full benefit of all manufacturer's price declines effective on the date of manufacturer's general public announcement. Price to be exclusive of Federal Excise Tax.

FACTORY OPTIONS:

All factory options shall be available and priced at dealer cost plus 10% for an addition or dealer cost minus 10% for a deletion in accordance with Kelley Blue Book New Price Manual or manufacturer's price list in effect at the time of the bid opening. Equipment changes which might be made would include, but not be limited to the following:

Six-cylinder engine in lieu of eight-cylinder. Delete power steering. Delete air conditioning. Payload package.

Successful supplier will provide ordering agencies with a copy of the dated factory price lists in current use, if requested. These prices will be firm and not subject to increase for the 2005 model year. Price lists must be furnished within ten days after notification.

Note: Deletion of an option does not change the requirement to provide other items covered in the specification. For example, deletion of air conditioning does not change the specification requirement for alternator or maximum cooling, unless specifically changed or deleted by the order.

CASH DISCOUNTS

For this contract, cash discount time will be defined by the State as beginning only after the vehicle has been inspected, delivered, and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the order, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after vehicles are delivered. Invoices not reflecting the cash discount should be returned to the dealer immediately for correction. Note that the discounts shown are per vehicle, not per order.

FOB POINT

All units are FOB Sacramento, CA. Agencies located outside of the Sacramento city limits will either pick vehicles up from the dealer or have them shipped FOB the delivery area. If the order indicates a delivery location other than Sacramento, the dealer will deliver the vehicle and show the delivery charge as a separate item on the invoice.

DELIVERY

Delivery shall be ten (10) units per working day beginning within ninety (90) days after receipt of order. See Section 6.1 of the specification for delivery procedure.

Local Agencies

Delivery shall be within one hundred and twenty (120) days after receipt of order. Vehicles will be ordered throughout the model year.

INSPECTION

California Highway Patrol:

Inspection will be in accordance with attached Specification dated December 2004.

Local Agencies:

Inspection by local agencies will be at the dealer's place of business.

METHOD OF ORDERING

State agencies and local agencies will place orders as vehicles are required during the period specified. The orders will be sent directly to the dealership. State agencies will be sending a Contract/Delegation Purchase Order (STD. 65) and local agencies will be sending an internal purchase order.

ORDER CONFIRMATION

The dealership awarded items against this contract will now be required to send the ordering agency a written confirmation of receipt of their order. This applies to all orders issued against this contract. This confirmation must be completed within 30 days after receipt of order and must indicate the date the order was placed with the manufacturer. Confirmations should be mailed to the "Charge To" address shown on the order, to the attention of the contact person listed.

PAINT COLOR:

Vehicles will normally be ordered in standard CHP colors. Special paint colors are available from manufacturer as a "special equipment option".

Note: The Contract Dealership shall provide a listing of both the exterior and interior standard factory colors to ordering agencies. If an agency does not specify colors on their purchase order, it will be assumed by the dealership that the exterior color will be standard CHP colors and the interior will be a generic color.

STATE NOTIFICATION

The supplier will be required to notify the State in writing of any strike, plant shutdown, etc., that could result in eventual delivery delays.

CALIFORNIA CERTIFICATION

The vehicles purchased through this contract are exempt from requirements imposed pursuant to California law and the regulations adopted pursuant thereto for motor vehicle pollution control devices in accordance with Section 27156.2 of the Vehicle Code.

INVOICING REQUIREMENTS

The dealer is to render invoices as instructed on purchase orders. Invoices shall include the purchase order number, the contract number, the unit price, extension, and any cash discount offered. State sales tax is to be shown as a separate item on the invoice. The Report of Sale shall be submitted to the receiving agency, if possible, upon receipt of the Vehicle Identification Number (VIN). Invoices omitting any of the above items shall be returned for correction and resubmittal. Sales tax is to be computed on the net price.

DOCUMENTS

The following must be delivered with the vehicle when the unit is offered to the receiving agency for acceptance:

- 1. Inspection Report
- 2. Predelivery Checklist
- 3. Copy of the Purchase Order

BUYER FINANCING PROVISIONS

Should the State desire financing of the assets provided hereunder, the contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State-selected financing plan. The State may designate the lender of the contractor's choice provided it is in the State's best interest. Do not submit a rate quote or payment schedule until instructed to do so.

Questions regarding the Buyer Financing Provisions may be directed to Patrick Mullen with Procurement Financing at 916/375-4617.

CONTRACT USAGE REPORTING:

Dealerships shall provide the Department of General Services, Procurement Division a monthly contract usage report on paper and on 3-1/2" computer diskette. This report shall reflect the vehicle orders placed against the contract for the respective month. Procurement Division must receive the report by the 15th of each month. The contract usage report shall include the following information and resemble the attached sample.

- Dealership Information
- 2. Contract Number
- 3. Reporting Month
- Ordering Agency 4.
- 5. Bill Code (If known)
- 6. Purchase Order Number
- 7. Date of Purchase Order
- Date Order Received (From Governmental Agency)
- 9. Date of Confirmation
- 10. Delivery Date (Estimated)11. Description of Vehicle (Make and Model)
- 12. FOB Point
- Contract Item Number 13.
- Quantity Ordered 14.
- **15**. Vehicle Unit Price
- 16. Vehicle Unit Price with Options

IMPORTANT! A copy of all local agency purchase orders shall be attached to the contract usage report.

Send the Contract Usage Report with attachments to the following address:

Department of General Services Procurement Division Attn: Vehicle Purchasing P.O. Box 989054 West Sacramento, CA 95798-9054

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

Contract (Mandatory): 1CSSI-05-23-14A

UNIT PRICE	17,359.5000						
DESCRIPTION	DAN CHP POLICE 4 DOOR PURSUIT LE, IN ACCORDANCE WITH ION DATED DECEMBER 2004.						
ITEM COMMODITY NO. SUPPLIER UNIT NO. SUPPLIER PART NO. NO.	1 2310-515-3000-5 763390 EA AUTOMOBILE SEDAN CHP POLICE 4 DOOR PU 2005 MODEL POLICE PURSUIT VEHICLE, IN ACCORDANCE WITH STATE OF CALIFORNIA SPECIFICATION DATED DECEMBER 2004.	BRAND: CHEVROLET MODEL: IMPALA					

ITEM COMMODITY NO. SUPPLIER UNIT DESCRIPTION NO. SUPPLIER PART NO. NO.	UNIT PRICE
QUESTIONNAIRE	
PURSUIT VEHICLES	
GENERAL:	
MAKE CHEVY MODEL IMPALA POLICE YEAR 2005	
ENGINE:	
MAKE CHEVY MODEL 3.8L SPF1 L36 NO. CYLS 6	
DISPLACEMENT 231 CU. IN.	
TRANSMISSION:	
TYPE AUTOMATIC MODEL 4T65E NO. OF SPEEDS 4	
AUXILIARY AIR/OIL COOLER: YES X NO	
GENERATOR:	
MAX OUTPUT 125 AMPS	
IDLE OUTPUT 96 AMPS	
BATTERY:	
MAKE GM	
CCA 690 AT O C N/A RESERVE MINUTES	

UNIT PRICE	VARIABLE	
DESCRIPTION	VEHICL-DGS/PROCUREMENT USE ONLY	
UNIT	VA VEHICL-DG	
SUPPLIER 1	763390	
COMMODITY NO. SUPPLIER PART NO.	2320-909-0000-8	
ITEM NO.	2	

ATTACHMENT III

STATE OF CALIFORNIA HIGH SPEED LAW ENFORCEMENT FRONT-WHEEL DRIVE SEDAN SPECIFICATION

GENERAL:

The intent of this specification is to describe a front-wheel drive sedan to be used in emergency response and law enforcement applications. The vehicle will at times be operated at speeds in excess of 100 miles per hour for both short and long durations. It will be driven on all types of roads, and road surfaces and at altitudes ranging from approximately 200 feet below sea level to 10,000 feet above sea level. Ambient temperatures to which the vehicle will be exposed will range from approximately -20°F to 120°F.

All vehicles shall be new (unused), current model year production. Vehicles shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's current published literature. Optional equipment shall be installed as necessary to meet the requirements of this specification.

The manufacturer shall use components, materials and design practices that are the best available in the industry for the type of operational conditions to which the vehicle will be subjected. Engine, transmission, driveline, differential, brake, suspension, wheel, tire and other component parts of the vehicle shall be heavy duty, selected to give maximum performance, service life, as well as safety and not merely meet the minimum requirements of this specification.

The term "heavy duty", as used in this specification, shall mean that the item to which the term is applied shall exceed the usual quantity, quality, or capacity supplied with standard production vehicles and it shall be able to withstand unusual strain, exposure, temperature, wear and use.

2. REGULATIONS:

Vehicles shall comply with all applicable California Vehicle Code (CVC), Code of Federal Regulations, Title 49, "Federal Motor Vehicle Safety Standard" (FMVSS) and California Code of Regulations, Title 13, "Motor Vehicles" rules and regulations (except emissions regulations). Vehicles shall also comply with Society of Automotive Engineers (SAE) J 1100, "Motor Vehicle Dimensions" in addition to all other applicable SAE standards. In addition, all vehicles shall comply with all other Federal and State rules, regulations and safety standards applicable to the vehicle type in effect on the date of the opening of the invitation for bid. Vehicles purchased to this specification are exempt from compliance with California emission standards.

3. VEHICLE SPECIFICATION:

All vehicles shall be certified by the vehicle manufacturer as "Police Package", "Police Interceptor" or "Suitable for Law Enforcement Service." All vehicles shall meet the following minimum specifications:

3.1 Engine and Related Equipment:

3.1.1 Engine:

The engine shall be a heavy duty "Police Package" version equipped with altitude compensating electronic fuel injection. The engine shall be a minimum V-6 configuration, with displacement to be determined by the manufacturer in order to achieve maximum power output and performance.

It shall be designed to operate knock free at all engine and vehicle speeds on unleaded fuel with a minimum octane rating of 87 (RM + MM \div 2).

3.1.2 Cooling System:

The cooling system shall be liquid pressurized, forced circulation type. The manufacturer shall provide the heaviest duty cooling system components and recovery system applicable to the model offered. The cooling system design and capacity shall maintain the engine at optimum temperature, under all operating conditions specified, without any loss of coolant or overheating of engine and components. The cooling system shall be free of contaminants that may affect cooling system component longevity and performance. The cooling system shall feature a hermetically sealing radiator pressure cap, with spring-loaded vent valve. Optimum engine temperature shall be maintained with the vehicle loaded to the vehicle manufacturer's published maximum gross vehicle weight rating (GVWR) and continually operated in all operating environments described within the scope of this specification.

The coolant recovery system shall be of a closed design to prevent air from entering the radiator. The coolant recovery tank shall be of sufficient capacity to prevent loss of fluid from the coolant recovery tank and/or entry of air into the cooling system under all operating conditions. The coolant recovery tank shall be a vented unbreakable translucent reservoir with visible fill level indicator markings.

3.1.3 Electrical System:

The electrical system shall be 12-volt negative ground. All wiring shall be heavy duty with weatherproof connectors. The electronic fuel management/ignition system shall be designed as to not be affected by various communication radio systems installed in the vehicle. The electronic fuel management/ignition system shall have "on board" diagnostic capabilities.

The vehicle battery shall be the optional heaviest duty type available, compatible with the vehicle charging system and intended police service. The vehicle battery shall have a minimum of 750 cold cranking amps and 100 reserve minutes, with a manufacturing date not exceeding six (6) months prior to vehicle delivery.

The alternator shall be the highest capacity optional alternator listed in the manufacturers current police package brochure applicable to the vehicle bid.

The accessory drive belts shall be of a heavy duty, serpentine type with a self-adjusting tensioner that will drive all accessories with one belt.

3.1.4 Fuel Tank:

The fuel tank furnished shall be the largest capacity available.

3.2 Radio Suppression:

All electrical equipment shall be shielded to minimize radio interference.

3.3 Chassis:

3.3.1 Wheelbase:

The minimum wheelbase shall be 110".

3.3.2 Suspension:

The front and rear suspension including shock absorbers shall be heavy-duty design for police work. Heavy-duty front and rear stabilizer bars are required. NOTE: A push bumper weighing approximately 60 pounds will be mounted on front of the car. Approximately 200 lbs. of equipment will be carried in the trunk at all times.

3.3.1 Front-Wheel Drive:

The vehicle shall be front-wheel drive with a ring and pinion ratio designed to give the best overall performance for the transmission and tire size installed on vehicle.

3.3.4 Transmission:

The transmission shall be heavy duty, fully automatic with a minimum of four speeds forward and one reverse.

3.3.4 Steering:

The steering shall be power assisted "firm" type or variable ratio.

3.3.6 Brakes:

The brakes shall be power assisted and feature a four-wheel anti-lock brake system (ABS). All four wheels shall be equipped with disc brakes. Friction material shall be heavy duty for police work.

3.3.7 Wheels and Tires:

Each vehicle shall be supplied with five (5) matching wheels and tires. One (1) of the five (5) shall be a matching full size wheel and spare tire. Space saver type spare tire is not acceptable

The tires installed on the vehicle (including spare) shall meet the requirements listed in the Code of Federal Regulations (CFR), Title 49, Chapter V, Part 575.104. All tires shall be speed rated at 130 MPH minimum (H-rating).

3.4 Body:

The vehicle shall be classified by the Federal EPA as a large sedan. The body shall be a four-door sedan with center post.

3.5 Exterior Color:

The body shall be painted manufacturers gloss black. Other standard paint colors and paint schemes shall be made available to the ordering agency for no addition cost. The agency will identify the paint color and scheme on the purchase order.

3.6 Interior:

3.6.1 <u>Seats:</u>

Front seats shall be bucket type cloth seats. Rear bench seat may be vinyl or cloth.

3.6.2 Steering Wheel:

A tilt steering wheel is required.

3.6.3 Radio:

An AM/FM radio and 4 speakers shall be supplied as standard unless the ordering agency requests its removal. The request for a radio delete must be specified on the purchase order.

3.6.4 Hood Latch Release:

The hood latch release shall be mounted inside the front passenger compartment so that the hood can't be opened from outside the vehicle. The release shall be readily accessible to the driver.

3.6.5 Rear Deck Lid Release:

The rear deck lid release shall be mounted in a location readily accessible to the driver.

3.6.6 Trunk Compartment:

The trunk compartment shall have a minimum usable luggage capacity of 10.0 cubic feet.

3.7 Miscellaneous Equipment:

The vehicle shall be equipped with the following miscellaneous equipment:

- Fresh air type heater and defroster. Refrigeration air conditioning of a size and type recommended and installed by the manufacturer of the vehicle.
- Rear window defogger/defroster on a separate switch.
- Standard tool kit including wheel changing tools and jack adequate to safely lift the vehicle.
- Owner's manual and warranty manual.

4.0 QUALITY ASSURANCE PROVISIONS

4.1 <u>Pre-Delivery Check List</u>: Prior to delivery, each vehicle shall be completely inspected and serviced by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery service checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service and delivered with the vehicle.

4.2 Receiving Inspection: Vehicles ordered for State use will be inspected by a State inspector at the dealer's place of business. Inspection will commence within five (5) working days of notification that vehicles are ready for inspection. Inspection will include: specification compliance, workmanship, appearance and proper operation of all equipment and systems and that all documents are present. In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not be made until the defects are corrected and the vehicle re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the owning agency shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

4.3 <u>Preparation for Delivery:</u>

Delivery of vehicles to the State of California or local agency shall be in accordance with the following provisions.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable.

Vendors shall insure that vehicles reach their point of delivery with no less than 5 gallons of fuel in the tank.

Vehicles delivered from a dealer with more than 50 miles on the odometer will be charged 50 cents for each mile exceeding 50 miles. This charge shall be deducted from the purchase order price for each vehicle delivered against each purchase order. Vehicles delivered with more than 500 miles on the odometer will not be accepted.

4.4 Warranty:

The manufacturer's regular new vehicle warranty shall apply to each vehicle procured against this specification. All franchised dealers of the vehicle within the State of California shall honor this warranty. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered.

The warranty shall be factory authorized and shall cover <u>not less than</u> 3 years/36,000 miles bumper to bumper, no charge parts and labor, starting from the date the vehicle is placed into service. The receiving agency will notify the dealer of the actual "In-service" date. All emission related components shall be warranted in compliance with CARB and Federal requirements.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of the virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's minimum 3-year/36,000 mile warranty.

The eRFP will require each vendor to designate by name, his responsible contact and alternate assigned for the duration of the contract who will resolve State warranty related claims on a priority basis.

4.4.1 "In-Service" Notification: Vehicles delivered to a receiving agency may not be placed in service immediately upon receipt of vehicle. The receiving agency shall notify the vendor in writing of the actual "in-service" date. This applies during the first 12 months, after which the warranty shall automatically start.

Contract No. 1CSSI-05-23-14(A & B) 4-Door Pursuit Vehicles 1CSSI-05-23-14B Line No. 1CSSI-05-23-14A Specification No. 2310-41L-07 2310-41L-06 Large 4-Door Sedan Vehicle Classification Large 4-Door Sedan Rear-Wheel Drive Front-Wheel Drive Make Ford Chevrolet Model Crown Victoria Impala Passenger Seating 5 Wheelbase 114.7 ln. 110.5 ln. Interior Volume 111.4 Cu. Ft 104.5 Cu. Ft Trunk Volume 20.6 Cu. Ft. 18.6 Cu. Ft. Total Volume (Interior + Trunk) 132 Cu. Ft 123.1 Cu. Ft EPA Mileage (City/Highway) 18/25 MPG 20/30 MPG CARB Emission Certification Not Applicable Not Applicable Engine 8-Cylinder 6-Cylinder 4.6L, 16V, SFI 3.8L, 12V, SFI 239 HP 200 HP Transmission 4-Speed Automatic 4-Speed Automatic with Overdrive with Overdrive Power-Assisted Power-Assisted Brakes 4-Wheel ABS 4-Wheel ABS P225/60VR16 P225/60HR16 Performance: 0 - 60 MPH 8.34 Sec. 8.76 Sec. Top Speed 128 MPH 123 MPH Generator/Alternator 200 Amps 125 Amps Fuel Tank Capacity 19 Gallons 17 Gallons Defroster, Rear Window Included Included Included Included Air Conditioning AM/FM ETR Stereo Optional Included **Dual Front Air Bags Dual Front Air Bags** Restraint System Speed Control Optional Optional Steering Wheel, Tilt Included Included Driver's Seat, Power Included Included Included Door Locks, Power Included Windows, Power Included Included Included Mirrors, Power Included Radio Suppression Package Included Not Available Upholstery Cloth Cloth Paint Two-Tone (Black & White) Mono-Tone (Choice of Color) 3-Year/36,000 Miles 3-Year/36,000 Miles Standard Warrantee 100,000-Mile Powertrain Warrantee Included Optional

NOTE: For more information on standard and optional equipment, please contact the appropriate dealership.